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Official Public Records

Mary Louise Garcia

Mary Louise Garcia

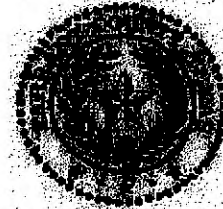
Tarrant County Texas

3/9/2011 11:05 AM

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PGS 8 \$44.00

Submitter: SIMPLIFILE



CHESAPEAKE ENERGY CORP.
ATTN: RECORDING TEAM
P.O. Box 18496
Oklahoma City, OK 73154

Submitter: Chesapeake Operating, Inc.

MARY LOUISE GARCIA
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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ELECTRONICALLY RECORDED
BY SIMPLIFILE

By: _____

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OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
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Electronically Recorded

Tarrant County Texas

Official Public Records

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS

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COUNTY OF TARRANT

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KNOW ALL MEN BY THESE PRESENTS:

Electronically Recorded
Chesapeake Operating, Inc.

SECOND AMENDMENT TO OIL AND GAS LEASE

L0582034

Reference is hereby made to that certain Oil and Gas Lease, dated effective June 29, 2006, by and between **Sutherland Investments, L.L.C.**, a Texas limited liability company, whose address is 2912 West Pafford Street, Fort Worth, Texas 76110, ("**Lessor**"), and **Thornton Gas Ventures, L.P.**, a Texas Limited Partnership, whose address is PO Box 33525, Fort Worth, Texas 76162 ("**Thornton**"), a Memorandum of which was recorded in the Tarrant County Deed Records at Document Number D206221638 (the "**Lease**").

WHEREAS, seventy-five percent (75%), of **Thornton's** interest in the Lease was assigned to **Dale Resources, L.L.C.**, a Texas limited liability company ("**Dale**"), by that certain Assignment, Bill of Sale and Conveyance, dated effective as of October 31, 2006, which is recorded in the Official Public Records of Tarrant County, Texas at Document Number D206347799;

WHEREAS, **Dale's** interest in the Lease was assigned to **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company ("**Chesapeake**"), by that certain Assignment, Bill of Sale and Conveyance, dated effective as of December 1, 2006, at 7:00 a.m. local time, which is recorded in the Official Public Records of Tarrant County, Texas at Document Number D206409245;

WHEREAS, **Total E&P USA, Inc.**, ("**Total**") whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided twenty-five percent (25%) of **Chesapeake's** working interest in the aforementioned Lease;

WHEREAS, an Amendment of Oil, Gas and Mineral Lease ("**Amendment**"), was executed by and between **Lessor and Chesapeake**, effective as of December 4, 2007, which is recorded in the Official Public Records of Tarrant County, Texas at Document Number D207451476;

WHEREAS, **Lessor, Thornton, Chesapeake, and Total (Lessees)** desire to further amend the Lease AND Amendment as set out herein.

NOW, THEREFORE, in consideration of the agreements herein and the payment by Lessees to Lessor of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessees hereby amend the Lease and Amendment follows:

1. The last sentence of Paragraph 3 of the Lease reads as follows, to wit:

"It is expressly understood and agreed that after the expiration of the primary term, Lessee shall not have the right to continue this Lease in force by payment of shut-in royalty for more than one single period of two years."

The above referenced sentence is hereby deleted in its entirety and replaced with the following sentence (the Lease is hereby amended to read), to wit:

"It is expressly understood and agreed that after the expiration of the

primary term, Lessee shall not have the right to continue this Lease in force by payment of shut-in royalty for more than one single period of four years."

2. Paragraph 4, Sentence 2 of the Pooling Clause of the Lease reads as follows, to wit:

"Units pooled for oil hereafter shall not substantially exceed 80 acres each in area and units pooled for gas hereafter shall not substantially exceed 160 acres each in area."

The above referenced sentence is hereby deleted in its entirety and replaced with the following sentence (the Lease is hereby amended to read), to wit:

"Any pooling shall be into a well unit or units not exceeding one hundred sixty (160) acres, plus an acreage tolerance of ten percent (10%), for oil, and not exceeding Five Hundred (500) acres, plus a tolerance of ten percent (10%), for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be permitted or prescribed by state governmental authorities."

3. The last sentence of Paragraph 4 of the Lease reads as follows, to wit:

"Lessee may pool or combine the acreage covered by this lease into no more than two wells."

The above referenced sentence is hereby deleted in its entirety.

4. Paragraph 6, reads as follows, to wit:

"Lessee shall not have the right to conduct any operations on the surface of the lease premises, other than for the purpose of conducting vibroseis seismic operations, without first obtaining the prior written consent of Lessor, such consent to be solely at lessor's discretion."

The above referenced sentence is hereby deleted in its entirety and replaced with the following sentence (the Lease is hereby amended to read), to wit:

"Lessee shall not have the right to conduct any operations on the surface of the lease premises, other than for the purpose of conducting vibroseis seismic operations and as provided in Paragraph 23 of the Exhibit "B", without first obtaining the prior written consent of Lessor, such consent to be solely at Lessor's discretion."

5. The following Paragraph, numbered 23, shall be added to Exhibit "B" attached to and made a part of the Lease. Said paragraph 23 shall read as follows, to wit:

23.) For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease. Notwithstanding the foregoing, any and all well bore easements and well bores must be at a depth of at least 1,500' below the surface of the leased premises.

This Amendment to the Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.


This Amendment to the Lease may be signed in any number of counterparts, each of which shall be considered an original for all purposes, with the same effect as if the signatures thereto and hereto were upon the same instrument.

EXECUTED this 7 day of JANUARY, 2011, but for all purposes effective as of June 29, 2006.

REST OF PAGE LEFT INTENTIONALLY BLANK

LESSORS:

Sutherland Investments, L.L.C.,
a Texas limited liability company


By: Ruth Bogart
Title: Member

LESSEES:


CHESAPEAKE EXPLORATION, L.L.C.
an Oklahoma limited liability company


Henry J. Hood, Senior Vice President – Land and Legal
and General Counsel

Thornton Gas Ventures, L.P.

By: Robert Thornton
Title: _____

Total E&P USA, Inc.


By: Eric Bonnin
Title: Vice President, Business Development & Strategy

LESSORS:

**Sutherland Investments, L.L.C.,
a Texas limited liability company**

By: Ruth Bogart

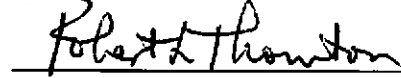
Title: _____

LESSEES:

CHESAPEAKE EXPLORATION, L.L.C.

Henry J. Hood, Senior Vice President – Land and Legal
and General Counsel

Thornton Gas Ventures, L.P.



By: Robert Thornton

Title: member-manager of Thornton Gas
Genpar, LLC, general partner

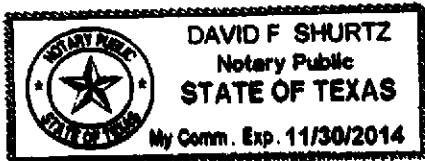
Total E&P USA, Inc.

By: _____

Title: _____

THE STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

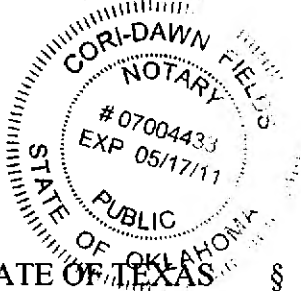
This instrument was acknowledged before me on this 7 day of JANUARY, 2011, by Ruth Bogart, as MEMBER of Sutherland Investments, L.L.C., a Texas Limited Liability Company, on behalf of said Limited Liability Company.



[Signature]
 Notary Public, State of Texas

THE STATE OF OKLAHOMA §
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 COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 24th day of January, 2011, by Henry J. Hood, as Senior Vice President- Land and Legal and General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.



[Signature]
 Notary Public, State of Oklahoma

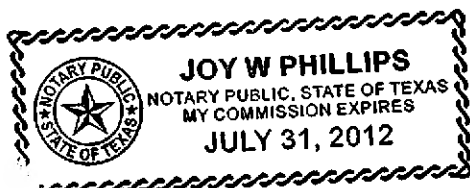
THE STATE OF TEXAS §
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 COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2011, by Robert Thornton, as _____ of Thornton Gas Ventures, L.P., a Texas Limited Partnership, on behalf of said Limited Partnership.

 Notary Public, State of Texas

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on this 11th day of February, 2011, by Eric Bonnin, Vice President, Business Development & Strategy of Total E&P USA, Inc., on behalf of said corporation.



[Signature]
 Notary Public, State of Texas

Record & Return to:
 Chesapeake Operating, Inc.
 P.O. Box 18496
 Oklahoma City, OK 73154

THE STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2010, by Ruth Bogart, as _____ of Sutherland Investments, L.L.C., a Texas Limited Liability Company, on behalf of said Limited Liability Company.

 Notary Public, State of Texas

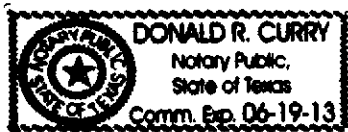
THE STATE OF OKLAHOMA §
 §
 COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this _____ day of _____, 2010, by Henry J. Hood, as Senior Vice President- Land and Legal and General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.

 Notary Public, State of Oklahoma

THE STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

This instrument was acknowledged before me on this 1st day of MARCH, 2010, by Robert Thornton, as member - manager of Thornton Gas Ventures, ~~Genpar, LLC~~ Genpar, LLC, a Texas Limited ~~Partnership, on behalf of said Limited Partnership.~~ Liability Company, general partner of Thornton Gas Ventures, LP, on behalf of said partnership.



Donald R. Curry
 Notary Public, State of Texas

THE STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2010, by _____, as _____ of Total E&P USA, Inc., on behalf of said corporation.

Record & Return to:
 Chesapeake Operating, Inc.
 P.O. Box 18496
 Oklahoma City, OK 73154

 Notary Public, State of Texas